

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

It is hereby agreed by the State of Vermont, Department of Health Access (hereafter called "State"), OptumInsight, Inc., with a principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota, 55344 (hereafter called "Contractor"), that the contract between them commencing June 9, 2014, as amended August 15, 2014, amended and restated September 15, 2014, amended November 20, 2014, amended December 16, 2014, amended January 30, 2015, amended February 22, 2015, and amended May 14, 2015 Contract # 26801, is hereby amended effective June 29, 2015 as follows:

- I. The fourth paragraph in the standard Contract for Personal Services, as amended and restated, is amended to read as follows to increase the maximum contract amount:

**4. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in, Attachment B, a sum not to exceed \$ 76,197,802.

- II. The fifth paragraph in the standard Contract for Personal Services, as amended and restated, is amended to read as follows to extend the contract term:

**5. Contract Term.** The period of Contractor's performance shall begin on June 9, 2014 and end on December 31, 2015.

- III. Attachment A, Scope of Services. Attachment A, Scope of Services, Section II, Specification of Work is hereby modified by amending Section B of Stream 7 "Duration," as follows to amend the duration:

**B. Duration of Stream 7**

Contractor shall perform this work from November 15, 2014 until December 31, 2015.

- IV. Attachment A, Scope of Services. Attachment A, Scope of Services, Section II, Specification of Work is hereby modified by deleting the Release 2 Table of System Enhancements set forth in Section C of Stream 7, "Enhancements," and replacing it with the following new Release 2 Table:

**C. Stream 7 VHC System Enhancements**

Contractor shall perform the following services between July 1, 2015 and December 31, 2015.

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
CC-001C	COC Customer Self-Service	<ul style="list-style-type: none"> <li>• Configure, test, and deploy the customer facing portal components for CoC</li> <li>• Configure and install the OneGate product capabilities to meet defined requirements. Contractor shall not be responsible for performing additional custom development.</li> </ul>	<ul style="list-style-type: none"> <li>• Requirements / Functional Design (excludes use cases and Solution Summary document)</li> <li>• System Integration / Regression Test</li> <li>• User Acceptance Test</li> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
EN-080	CMS Integration	<p>Implement the following functionality:</p> <ul style="list-style-type: none"> <li>• 834 creation to meet CMS format and integration requirements to transmit 834 EDI to CMS</li> </ul>	<ul style="list-style-type: none"> <li>• Companion Guide</li> <li>• Development</li> <li>• System Integration Test</li> <li>• Regression Test</li> <li>• User Acceptance Test</li> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
CM-055 EN-034 EN-049 EN-018 EN-149 EN-021	Eligibility/ Enrollment package (R1)	<p>Implement the following functionality:</p> <ul style="list-style-type: none"> <li>• CM-055 Eligibility History View</li> <li>• EN-034 Medicare eligible</li> <li>• EN-049 Alternate Address</li> <li>• EN-018 SSN &amp; Temp SSN</li> <li>• EN-149 Exemption Processing (Accepting federal exemptions)</li> <li>• EN-021 Exemptions to the 5-Year Bar for Non-Citizens</li> <li>• Configure and install the OneGate product capabilities to meet defined requirements. Contractor shall not be responsible for performing additional custom development.</li> </ul>	<ul style="list-style-type: none"> <li>• System Integration / Regression Test</li> <li>• User Acceptance Test</li> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
RN-003	Renewals Package	<p>Implement the following functionality:</p> <ul style="list-style-type: none"> <li>• RN-003 QHP Renewals</li> </ul>	<ul style="list-style-type: none"> <li>• System Integration /Regression Test</li> <li>• User Acceptance Test</li> </ul>

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
EN-002 PP-005		<ul style="list-style-type: none"> <li>• EN-002 Medicaid Renewals including ACCESS Integration</li> <li>• PP-005 Medicaid Billing – <ul style="list-style-type: none"> <li>○ Calculate days payment is overdue, term coverage, and notice members based on data VHC receives from Benaissance</li> </ul> </li> <li>• Configure and install the OneGate product capabilities to meet defined requirements. Contractor shall not be responsible for performing additional custom development.</li> </ul>	<ul style="list-style-type: none"> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
RN-003b EN-002 PP-005	Renewals Package Integration	<p>Implement the following functionality:</p> <ul style="list-style-type: none"> <li>• RN-003 QHP Renewals with integration <ul style="list-style-type: none"> <li>○ A gap analysis will be conducted after the CoC gap analysis</li> <li>○ This will leverage the existing integrations</li> <li>○ This will require manual workarounds to address gaps identified</li> </ul> </li> <li>• PP-005 Medicaid Billing – <ul style="list-style-type: none"> <li>○ Calculate days payment is overdue, term coverage, and notice members based data VHC receives from Benaissance</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Companion Guide</li> <li>• Development</li> <li>• System Integration Test</li> <li>• Regression Test</li> <li>• User Acceptance Test</li> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
EN-010 EN-017 EC-143	Notices Package	<p>Implement the following functionality:</p> <ul style="list-style-type: none"> <li>• EN-010 Automated Household Notices (2, 9)</li> <li>• EN-017 Send Request to Applicants for Missing Information (notice)</li> <li>• EC-143 Ad Hoc Notices</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Design</li> <li>• Development</li> <li>• System Integration Test</li> <li>• User Acceptance Test</li> <li>• Regression Test</li> <li>• Training</li> <li>• Implementation</li> </ul>

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Enhancement ID	Enhancement	Description	DDI Work/Deliverables
			<ul style="list-style-type: none"> <li>Post Implementation Support</li> </ul>
EN-006 EN-004 EN-043 EN-020 EN-147	Eligibility / Enrollment Package (R2)	Implement the following functionality: <ul style="list-style-type: none"> <li>EN-006 Retroactive Medicaid including ACCESS Integration (being able to adjust Medicaid dates)</li> <li>EN-004 Verification (Medicaid fed-hub call)</li> <li>EN-043 Department of Labor interface (employment verification)</li> <li>EN-020 Multiple enrollment dates</li> <li>EN-147 Update rule base with 2015 FPL</li> <li>Configure and install the OneGate product capabilities to meet defined requirements. Contractor shall not be responsible for performing additional custom development.</li> </ul>	<ul style="list-style-type: none"> <li>System Integration / Regression Test</li> <li>User Acceptance Test</li> <li>Training</li> <li>Implementation</li> <li>Post Implementation Support</li> </ul>
PP-035 PP-045 PP-051 RT-059 PP-150 PP-151 CM-056 EN-012	Billing / Payment enhancements	Implement the following functionality: <ul style="list-style-type: none"> <li>PP-035 Receipt for online payment</li> <li>PP-045 Payment Audit Log</li> <li>PP-051 Stop duplicate payment for same month</li> <li>RT-059 State CSR adjustments from Issuers for Terminated Individuals</li> <li>PP-150 Recurring Payment</li> <li>PP-151 Additional Payment Fields (Archetype will do the reporting)</li> <li>CM-056 Payment history New-09N (front end / Benaissance /</li> </ul>	<ul style="list-style-type: none"> <li>Technical Design</li> <li>Development</li> <li>System Integration Test</li> <li>User Acceptance Test</li> <li>Regression Test</li> <li>Training</li> <li>Implementation</li> <li>Post Implementation Support</li> </ul>

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
		Siebel) <ul style="list-style-type: none"> <li>EN-012 Medicaid and QHP Payment Hierarchy including ACCESS Integration</li> </ul>	
EN-140 CR-153 CA-068 AP-012 CR-141 CM-075 CM-029 CM-030 CM-031	Case Management	Implement the following functionality: <ul style="list-style-type: none"> <li>EN-140 AI Confidentiality (Warn and Restrict) (Siebel)</li> <li>CR-153 Usability, Design, Review and Remediation CA-068 Audit trail – Log record individual viewing of cases (Siebel / Oracle)</li> <li>AP-012 iHelp</li> <li>CR-141 Super User capability</li> <li>CM-075 Remove case sensitivity from Siebel</li> <li>CM-029 Aggregation of case notes</li> <li>CM-030 SR channel update (CR 38)</li> <li>CM-031 Siebel workflow enhancement (need work session)</li> </ul>	<ul style="list-style-type: none"> <li>Technical Design</li> <li>Development</li> <li>System Integration Test</li> <li>User Acceptance Test</li> <li>Regression Test</li> <li>Training</li> <li>Implementation</li> <li>Post Implementation Support</li> </ul>
AP-023 BI-133 EC-119	ECM Package	Implement the following functionality: <ul style="list-style-type: none"> <li>AP-023 Oracle WebCenter Content documents will display Official Date Received when printed only</li> <li>BI-133 OBIEE - complete and remediate if needed ETL architecture</li> <li>EC-119 Web Center development and implementation - Enhancements to functionality for capture, recognition, and content management. Includes assessment work on noticing design and enhancements. Also</li> </ul>	<ul style="list-style-type: none"> <li>Technical Design</li> <li>Development</li> <li>System Integration Test</li> <li>User Acceptance Test</li> <li>Regression Test</li> <li>Training</li> <li>Implementation</li> <li>Post Implementation Support</li> </ul>

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
		<p>review and enhancements to defects such as orphaned documents. Activities include:</p> <ul style="list-style-type: none"> <li>○ Changes to metadata</li> <li>○ Changes to indexing</li> <li>○ Enhancements to orphan document handling</li> <li>○ Enhancements to document barcodes</li> <li>○ Review of mapping between Siebel and ECM</li> <li>○ Generation of SR when orphan doc cannot be added to case</li> <li>○ Resolution of documents not being added to ECM database</li> <li>○ Support for UAT for above work</li> <li>○ Remediation efforts</li> <li>○ This scope does not include: WebCenter software installation, stack upgrade to UCM 11g, outstanding ECM NFR's and patching</li> </ul>	
DD-097b	Data Integrity	<ul style="list-style-type: none"> <li>• DD-097B Fix polluted data sources limited to 1000 hours of Contractor Personnel time.</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Design</li> <li>• Development</li> <li>• System Integration Test</li> <li>• User Acceptance Test</li> <li>• Regression Test</li> <li>• Training</li> <li>• Implementation</li> <li>• Post Implementation Support</li> </ul>
AP-077 IM-111 IM-112 IM-113	IDM package	<ul style="list-style-type: none"> <li>• AP-077 Citizen Dynamic Log out (front end / IDM)</li> <li>• IM-111 Development of missing VHC functionality - SSO rollout, Position/responsibility management and administrative screens. Includes both non-</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Design</li> <li>• Development</li> <li>• System Integration Test</li> <li>• User Acceptance Test</li> <li>• Regression Test</li> <li>• Training</li> <li>• Implementation</li> </ul>

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
IM-114		<p>functional and end user testing.</p> <ul style="list-style-type: none"> <li>IM-112 OIM role and approval process implementation - Enhancements to the OIM application for approvals and provisioning workflows.</li> <li>IM-113 Enhance and implement attestation process - Enhancements to the IAM application suite for unified and efficient attestation processes and workflows.</li> <li>IM-114 Install Oracle Identity analytics - Enables states COTS products to allow better visibility into system use.</li> </ul>	<ul style="list-style-type: none"> <li>Post Implementation Support</li> </ul>
SA-087 SA-091	SOA remediation and governance	<ul style="list-style-type: none"> <li>SA-087 OSB Architecture Adjustments – Develop to move the services from the SOA Suite to the OSB. This scope is limited to the Fed Hub services.</li> <li>SA-091 Oracle Enterprise Repository - Setup Repository &amp; Access to it for SOA Governance (VLP first wave install.)</li> </ul>	<ul style="list-style-type: none"> <li>Technical Design</li> <li>Development</li> <li>System Integration Test</li> <li>User Acceptance Test</li> <li>Regression Test</li> <li>Training</li> <li>Implementation</li> <li>Post Implementation Support</li> </ul>
Continuous Release  <ul style="list-style-type: none"> <li>AC-154</li> <li>SD-081</li> <li>SD-083</li> <li>SD-085</li> <li>SD-086</li> </ul>	System Documentation	<ul style="list-style-type: none"> <li>AC-154 "DDI – Adherence to secure coding practices and State required secure SDLC process. To include:-</li> <li>Secure code reviews prior to production implementations, to include participation in risk modeling activities.</li> <li>Remediation of concerns and findings with code produced</li> <li>Submission of code and secure development leveraging State provided static and dynamic code review tools"</li> <li>SD-081 Documentation(SDD)</li> </ul>	<ul style="list-style-type: none"> <li>Updating the documents as we go.</li> <li>This will be Partially Met by end of Stream 7a</li> </ul>

Enhancement ID	Enhancement	Description	DDI Work/Deliverables
		<ul style="list-style-type: none"><li>- Completion of System Design Document(s)</li><li>• SD-083 Documentation (ICD)</li><li>- Completion of Interface Control Document(s)</li><li>• SD-085 Documentation (SOA &amp; Web Services) - Completion of SOA Design Documents(s) (services, governance)</li><li>• SD-086 Other documentation - Completion of Database and Information flow models</li></ul>	

OneGate 3.3.2.10 can be substituted by 3.3.2.11 upon further analysis and mutual signoff by the State and Contractor.

### Testing Environment

Contractor shall stand up a testing environment that will be available for use on or about 9/1/2015 and will be made available for four months until 12/31/2015 at a cost set forth in Attachment B. Should the State decide to continue to need the testing environment past the four month period of time, this contract shall be amended to extend the four month period and no startup costs shall be chargeable to the State. Contractor shall include testing environment costs on invoices submitted to the State.



The project schedule includes the following milestones:

**Release 2**

The Release 2 schedule includes Implementation go-live on Oct 31 and Dec 19. Interim dates are provided in the table below. Training deliverables for the December release are limited to documents and reference guides.

Summary Milestones	Req/Des (Amend 6)	Development	Test	Implementation
COC Customer Self-Service	April/May	June/July	Aug/Sept/Oct (10 Weeks)	Oct
Data Integrity	April/May	June/July	Aug/Sept/Oct (NTE 1000 Hrs.)	Oct
CMS Integration	April/May	June/July	Aug/Sept/Oct (10 Weeks)	Oct
Renewals Package	April/May	June/July	Aug/Sept/Oct (10 Weeks)	Oct
Renewals Package Integration	April/May	June/July	Aug/Sept/Oct (10 Weeks)	Oct
Billing / Payment enhancements	April/May	June/July	Aug/Sept/Oct (10 Weeks)	Oct
SOA remediation and governance	May/June	July/Aug/Sep	Oct/Nov/Dec (10 Weeks)	Dec
Eligibility/ Enrollment package	May/June	July/Aug/Sep	Oct/Nov/Dec (10 Weeks)	Dec
Notices Package	May/June	July/Aug/Sep	Oct/Nov/Dec (10 Weeks)	Dec
Case Management	May/June	July/Aug/Sep	Oct/Nov/Dec (10 Weeks)	Dec
ECM Package	May/June	July/Aug/Sep	Oct/Nov/Dec (10 weeks)	Dec
IDM package	May/June	July/Aug/Sep	Oct/Nov/Dec (10 Weeks)	Dec
System Documentation	NA	NA	NA	Dec

The project schedule and staffing/pricing model includes 30-day Post Implementation Support for the October Release and not more than 11 days Post Implementation Support for the December Release.

V. Attachment A, Scope of Services, Section II, Specification of Work Section E, Number 1 (a), is hereby modified to read as follows;

- a. The Contractor shall deliver the IMS July1, 2015. This MS Project Plan will be an extension of the project plan currently being managed by the State. Not less than weekly, Contractor shall provide to State a Status Report detailing progress of DDI activities against the DDI MS Project Plan.

VI. Attachment B, Payment Provisions. Section 1 of Attachment B is hereby modified to delete the first paragraph and the existing table and replace as follows:

The total maximum amount payable under this Contract shall not exceed \$76,197,802. All rates set forth in this contract are all-inclusive; no expenses, benefits or insurance will be deemed reimbursable to the Contractor by the State under this Contract.

Stream	Services	Deliverable Due Date	Amount
Stream 1	IT Plan	July 3, 2014	\$497,663
Stream 2	Operations Stabilization Plan	June 27, 2014	\$117,875
Stream 3	Supplemental Operations Support	Via Task Order	\$14,948,468*
Stream 4	IT Project Management and other Stream 4 Services	Via Task Order	\$11,832,561**
Stream 5	DDI-VHC 2015 Open Enrollment and Renewals Workaround Solution	November 30, 2014	\$2,341,219***
Stream 6	Maintenance and Operations services	In accordance with Attachment G	\$6,427,133****
Stream 7	Design, Development and Implementation Services through December 31, 2015	In accordance with Attachment A	\$40,032,883 *****
Total			\$76,197,802

\* Time and materials, dependent on task order

\*\* As of September 15, 2014, Stream 4 Services are comprised of:

Stream 4 Total pre 9/15/14	6,378,948
Security Task Order – Bronze Level Security as a Service	5,453,613
Stream 4 Total post- 9/15/14	\$11,832,561

Time and Material means a basis of payment to the Contractor where the State will reimburse the Contractor an hourly rate connecting to Exhibit I of this Attachment B. This rate includes wages, overhead, general and administrative expenses, travel and profit for each category of labor to be performed by the Contractor. No materials will be separately paid unless otherwise stipulated in a task order or change order.

For all work performed on a Time and Materials basis, Contractor shall provide weekly Hours and Personnel reporting as described below. The following information shall also be provided as supporting detail to the Contractor's monthly invoice. Additional status reporting information is described in the appropriate deliverable sections for each stream and / or Task Order under this contract.

Not less than weekly, the Contractor shall report on the activities of personnel defined in the Stream / Task Order Staffing and Cost Table that must include all of the following:

1. Hours Report

- Total hours authorized under the Stream / Task Order by labor category
- Total Hours expended per individual during the most recent week reported by category of work performed
- Total hours expended under Stream / Task Order to date
- Summary of work performed for the period by category of work performed

2. Personnel Report:

- List of all individuals working on the Stream / Task Order showing:
  - Individual's Name,
  - Individual's Work Title
  - Hours worked
  - High level tasks/activities performed

If a month end occurs on any day but Friday, Optum shall deliver two reports that match the month-end invoice. The weekly reports will include all hours expended for the seven days prior to the date of the Report. These weekly reports will be delivered as Excel workbooks in a mutually agreed format.

\*\*\*Stream 5 will be compensated by the State on a time and material basis. Services performed between September 15, 2014, and October 7, 2014 that are in conformity with Stream 4 or 5 of Attachment A and or an associated Task Order shall be billable hereunder.

\*\*\*\* Stream 6 Maintenance and Operations services will be compensated on a Time and Materials basis, as needed until the earlier to occur of (i) December 31, 2014; (ii) the execution of a New M&O Contract. If the New M&O Contract is entered into prior to October 31, 2014, this Stream 06 shall terminate effective October 31, 2014 and if the New M&O Contract is entered into after October 31, 2014 but prior to November 30, 2014, this Stream 06 shall terminate effective November 30, 2014.

Contractor must obtain written agreement from the State before beginning work under Stream 6 that creates missing functionality stated within the CGI contract or fixing a defect related to the 10/1/13 implementation (DDI).

The State will consider tasks that create missing functionality stated within the CGI contract or fixing a defect related to the 10/1/13 implementation (DDI).

1. All other tasks will be considered M&O.
2. All invoices must include the detail by approved task and category.

#### Stream 7 Rate Breakdown

\*\*\*\*\*Stream 7 will be compensated by the State on a time and material basis for services performed between November 15, 2014 and December 31st, 2015, and includes the \$307,000.00 fee for ALM Software, \$391,914 Real Estate costs, and \$385,000 for a Testing Environment to support the schedule. It also includes \$3,296,612 to support Access Integration, which will be separately invoiced.

Testing Environment costs shall consist of the following:

Hosting Build Out (one time cost)	\$35,000
Application Installation and Verification	\$290,000
Annual Hosting Fee (\$15,000/month for 4 months)	\$60,000
Total Environment Costs	\$385,000

Should the testing environment not be required by the State for the complete 4 month period, Contractor shall invoice the State at a prorated contract rate according to the number of days in a month for any partial month of service.

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The following budget is estimated for the time and material services to be performed during the period of July 1, 2015 – December 31, 2015:

Description/Rate Card Title	Jul-Dec 201	July-Dec 2015 H	Sum of Net Hou	R2 Excluding AI H	AI Hrs	R2 Excluding AI \$	AI\$
DDI Sub Vendor	\$ 2,928,480	9,580	9,580	7,856	1,724	\$ 1,361,478	\$ 298,861
Benaissance	\$ 708,680	2,450	2,450	2,009	441	\$ 348,186	\$ 76,431
Eagle Creek	\$ 1,180,160	3,840	3,840	3,149	691	\$ 545,728	\$ 119,794
Exeter	\$ 1,039,640	3,290	3,290	2,698	592	\$ 467,564	\$ 102,636
PMO	\$ 1,937,664	10,496	10,496	8,607	1,889	\$ 1,491,657	\$ 327,437
Administrative/Clerical Level 2	\$ 106,240	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Business Functions Associate Partner	\$ 120,064	256	256	210	46	\$ 36,382	\$ 7,986
Project Manager	\$ 1,080,320	5,120	5,120	4,198	922	\$ 727,638	\$ 159,725
Quality Assurance Specialist	\$ 135,680	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Senior Program Administration Specialist	\$ 157,440	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Senior Project Director Level 1	\$ 337,920	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
QA	\$ 3,652,368	30,402	30,402	24,930	5,472	\$ 4,320,632	\$ 948,432
Performance Engineer	\$ 864,000	6,400	6,400	5,248	1,152	\$ 909,547	\$ 199,657
Quality Assurance Manager	\$ 499,200	3,840	3,840	3,149	691	\$ 545,728	\$ 119,794
Quality Assurance Specialist	\$ 2,035,200	19,200	19,200	15,744	3,456	\$ 2,728,641	\$ 598,970
Senior Project Director Level 1	\$ 253,968	962	962	789	173	\$ 136,716	\$ 30,011
Dev	\$ 4,994,200	26,675	26,675	21,874	4,802	\$ 3,790,963	\$ 832,163
Analyst Level 3	\$ 135,680	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Design & Development Engineer Level	\$ 606,720	3,840	3,840	3,149	691	\$ 545,728	\$ 119,794
Design & Development Engineer Level	\$ 2,795,520	15,360	15,360	12,595	2,765	\$ 2,182,913	\$ 479,176
Design & Development Engineer Level	\$ 902,400	3,840	3,840	3,149	691	\$ 545,728	\$ 119,794
Project Manager	\$ 270,080	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Senior Project Director Level 1	\$ 283,800	1,075	1,075	882	194	\$ 152,775	\$ 33,536
Req	\$ 1,940,950	12,490	12,490	10,242	2,248	\$ 1,775,038	\$ 389,642
Analyst Level 3	\$ 92,220	870	870	713	157	\$ 123,642	\$ 27,141
Analyst Level 4	\$ 951,600	7,320	7,320	6,002	1,318	\$ 1,040,294	\$ 228,357
Analyst Level 5	\$ 142,680	870	870	713	157	\$ 123,642	\$ 27,141
Consultant	\$ 183,570	870	870	713	157	\$ 123,642	\$ 27,141
Design & Development Engineer Level	\$ 300,800	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Project Manager	\$ 270,080	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Arch	\$ 1,189,170	5,790	5,790	4,748	1,042	\$ 822,856	\$ 180,627
Analyst Level 5	\$ 316,520	1,930	1,930	1,583	347	\$ 274,285	\$ 60,209
Design & Development Engineer Level	\$ 118,300	650	650	533	117	\$ 92,376	\$ 20,278
Design & Development Engineer Level	\$ 754,350	3,210	3,210	2,632	578	\$ 456,195	\$ 100,140
trn&Doc	\$ 634,880	5,120	5,120	4,198	922	\$ 727,638	\$ 159,725
Analyst Level 3	\$ 135,680	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Analyst Level 4	\$ 499,200	3,840	3,840	3,149	691	\$ 545,728	\$ 119,794
Rel & Imp	\$ 1,036,800	5,120	5,120	4,198	922	\$ 727,638	\$ 159,725
Design & Development Engineer Level	\$ 465,920	2,560	2,560	2,099	461	\$ 363,819	\$ 79,863
Design & Development Engineer Level	\$ 300,800	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Project Manager	\$ 270,080	1,280	1,280	1,050	230	\$ 181,909	\$ 39,931
Grand Total	\$ 18,314,512	105,673	105,673	86,652	19,021	\$ 15,017,900	\$ 3,296,612
Additional test Environment	\$ 385,000						
Real Estate	\$ 181,953						
Total Software	\$ -						
Total Cost	\$ 18,881,465						

**IX. Certification Regarding Suspension or Disbarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Except as modified by this Amendment No. 8, all provisions of the original contract remain in full force and effect.

The signatures of the undersigned indicate that each has read this amendment to Contract # 26801 in its entirety and agrees to be bound by the provisions enumerated therein.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.**

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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ROBERT SKOWRONSKI      DATE  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: Robert.Skowronski@state.vt.us

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PAUL MILLER      DATE  
13625 Technology Drive  
Eden Prairie, MN 55344  
Phone: 952-917-7931  
Email: Paul.M.Miller@Optum.com

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ 1,000,000 per occurrence, and \$ 3,000,000 aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.



- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.)  
Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)